

Fax



AMERICAN ELEVATOR

C O R P O R A T I O N

PO Box 47117 • Seattle, WA 98146-7117
Phone 206-623-2400 • FAX 206-623-8066
www.americanelevator.com

To:	Mr. Eitan Alon / Ariel Development	From:	Marc Vendetti
Fax:	206-447-0299	Pages:	4 (including cover)
Phone:	206-447-0263	Date:	January 24, 2008
Re:	Arts Brewery elevators	CC:	

☒ **Urgent** ☒ **For Review** ☒ **Please Sign & Return** ☐ **Please Recycle**

Dear Eitan,

Attached please find our agreement to get the elevators inspected and correct a couple of current issues that we are aware of.

We will of course be available should any shutdowns, entrapments or other problems occur.

Once the construction work is completed we recommend a thorough cleaning and servicing of the elevators. Once this is done and any issues that arise from that are dealt with, we could begin a program of regular monthly maintenance service.

Thank you for allowing us to assist you with this project!

Sincerely,



Marc Vendetti
Project Manager

Deanna,

1. Please scan, Arts Brewery - Property management - contracts
 2. Send them a signed copy
 3. Send a copy to Conan.
- Thanks

Cellular: 206-852-6448 • eMail: marc@americanelevator.com • eFax: 413-832-4440



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**Time & Materials
Work Authorization**

Ariel Development (Purchaser) Date: January 24, 2008
Eitan Alon
3317 3rd Ave S Ste 200 Phone: 206-447-0263 FAX: 206-447-0299
Seattle, WA 98134 Filename: /aec-ashley/workorders-ashley/Eitan Alon
Elevator Type and Number: Passenger elevators #1 & 2
Elevator Location: The Arts Brewery, 3100 Airport Way S, Seattle, WA 98134

We propose to furnish labor and materials to perform the following work:

Both elevators:

Renew elevator temporary operating permits. Finalize connection work for elevator fire service circuitry started on 1/24/08 and run self-tests. Correct any issues. Schedule final inspection and be on hand to accompany the inspector. Provide missing keys for elevator car stations. Provide a lock box for the exterior of building.

Elevator #1:

Troubleshoot the problem where it goes into slow speed leveling around the 5th and 6th landings.

Elevator #2:

Troubleshoot the problem where the signal lights flicker inside the elevator car. Provide missing tamper-resistant mounting screws for elevator push button station.

Note: Fire Protection Inc. will need to be on hand during the inspection and we will coordinate with them. We will also need the acceptance report from United Systems covering the hoistway pressurization system.

This Work Authorization is not to be construed as a blanket endorsement or guarantee of the entire lift system. No examination or inspection work of any other part of the system is included or intended, other than that (if any) which may be described above. If additional work is required, it will be addressed by separate agreement. Payment is due upon completion unless credit arrangements have been made.

In accordance with Terms & Conditions provided, labor rates are as follows, plus applicable sales tax:

Solo labor is billed at: \$185.00/hr. (1 hour minimum). (Solo OT= \$280.50/hr, DT= \$330.00/hr)
Team labor is billed at: \$325.00/hr. (1 Tech & Helper). (Team OT= \$552.50/hr, DT= \$650.00/hr)

Additional personnel add: \$185.00 per hour for each man.

Please note that labor rates are adjusted periodically. Labor rates in effect at the time work is completed will apply.

NOTE: Travel/Truck time is billed at the same rates and is billed portal-to-portal, plus mileage at \$0.65/ mile. After 5pm Monday-Friday and all day Saturday is charged at time and one-half (Over-time). Major over-time repairs, Sundays and Holiday work is charged at Double-time. American Elevator Standard Terms and Conditions shall apply to all work performed.

This work will be performed on a Time + Materials basis. This means that all time spent on-site, en-route to or from site, or in coordination or materials acquisition away from site, is billable time. All materials purchased expressly for this job or furnished from shop-stock are billable.

Purchaser's

Acceptance:

Signed: _____

Name / Title: EITAN ALON

Firm: RCLLC

Date: 1-25-2008 PO# _____

• **Submitted for**

• **American**

• **Elevator:**

• Name / Title: Marc Vendetti / Project Manager

• AEC Officer's

• Approval: _____

Date: _____

STANDARD TERMS AND CONDITIONS



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1. The following sets forth the Standard Terms and Conditions for work performed by American Elevator Corporation or their Authorized Subcontractors (Hereafter also referred to as: us, we, its, our) for the Purchaser (Hereafter also referred to as: you, him, your).
2. It is understood that, in consideration of the performance of the service enumerated herein, Purchaser agrees to save, indemnify, defend and hold American Elevator harmless from and against all claims of any kind, except that American Elevator shall remain liable, to the extent of its' own comparative fault, for its own negligent acts, provided American Elevator retains all immunities afforded by applicable industrial insurance and workman's compensation laws. Nothing in this agreement shall be construed to mean that American Elevator assumes any liability on account of accidents to persons or property, except those directly due to the negligent acts or omissions of American Elevator or its employees. The Purchaser's responsibility and liability, for all accidents to persons while riding or being in or about said elevators, irrespective of whether such accidents result from the use, operation, maintenance, or condition of the elevators, hatchways, or appurtenances, is in no way affected. No work, service or liability on the part of American Elevator other than that specifically mentioned herein is included or intended.
3. American Elevator shall not be liable for any loss or damage resulting from strikes, lockouts, fires, storms or other delays beyond its reasonable control. Our liability for defects in workmanship is limited to repair pursuant to warranty provided herein. It is expressly understood that in no event shall we be liable for consequential damages, special damages or economic loss.
4. Should damage or loss occur to our material or work on the premises by fire, theft or otherwise, if not our fault, the Purchaser is to compensate us therefore with cash or replacement equipment at our option, within 10 business days of claim.
5. It is agreed that we are to have uninterrupted use of the elevator while this work is in progress, unless prior arrangements have been made with us to periodically suspend work and provide temporary operating service on a timed basis in addition to the contract price. Our prices quoted are based on being able to remain on the job until completion. In the event job site conditions dictate the temporary suspension of our work, we reserve the right to charge a fee for remobilization and travel time for each occurrence.
6. American Elevator reserves the right to remove and retain all elevator material and apparatus that has been replaced, or new materials not used in the work.
7. Any changes in the building required to meet any local or state building or electrical codes are to be made by the Purchaser unless such changes are included in the scope of our work. We shall not under any circumstances be liable for redecorating that may be necessary upon completion of our work.
8. The machinery, implements and apparatus furnished hereunder remain our personal property and we retain title thereto until final payment is made, with right to enter upon the premises (without legal process) and retake possession of the same or a portion thereof, at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage, lease, use or occupancy of the premises.
9. The price quoted, unless otherwise stated, is based upon all our work being performed during regular working hours of regular working days, within the time frame specified. If overtime work is required an extra to the contract shall be mutually negotiated for the overtime portion based on our current rates for overtime labor.
10. For projects in the King, Pierce and Snohomish County areas, payments are net cash and shall be made as follows: On completion, if the work is completed within a 30 day period. If the work is not completed within a given month, that portion of the value of the materials ready or delivered plus the labor performed, either at our shops or at the job site, shall be invoiced on or about the 25th of each month until the work is complete.

STANDARD TERMS & CONDITIONS, Continued



10. (Cont.) Other areas may be C.O.D. We shall receive all credit payments no later than thirty (30) days from the invoice date or as shown on the invoice. Any deposits required shall be received prior to starting work or ordering of materials at our option. We reserve the right to discontinue our work until such payments shall have been made as agreed. Interest at 18% per annum (or highest legal rate) will be charged on past due amounts. You agree to give written notice to us prior to the sale or transfer of all or substantially all of the stock or assets or your business and if you fail to do so, then you shall remain fully liable for any unpaid merchandise or services received by the buyer or transferee of the business. It is agreed that in the event our billing becomes overdue and we commence legal action for the collection of same, that the Purchaser shall reimburse us for all costs of collection including Attorney's fees and court costs. It is further agreed that if your account is placed in the hands of a licensed collection agency, you agree to pay an amount equal to the amount charged you on said collection by such collection agency, not exceeding, however forty percent (40%) of the amount unpaid thereon, together with such reasonable attorney fees as may be incurred in connection with the collection. Venue for any legal or collection action shall, at our sole option, be in King County, Washington.

11. A one (1) hour minimum charge plus Travel and Truck expenses and mileage charges will be assessed for all work performed. Thereafter time at the job site will be billed in fifteen (15) minute increments. Payments to us shall not be suspended or withheld pending acceptance of Work-by-Others or the receipt of Certificates of Occupancy or Operating Permits, if such are delayed as a result of Work-by-Others or due to acts not within our control. Inspection fees for work not provided by us are the Purchaser's responsibility.

12. This proposal is submitted for prompt acceptance and prices are subject to change without notice. In the event the order is cancelled after acceptance, in addition to any legal or equitable remedy we may have, you shall reimburse us for all costs and damages incurred including commissions, engineering, materials, labor, legal and court costs, lost profits and other related items. Said items may be deducted from refunds to you for payments already received, if any, and you agree to make such additional payments to us as may be necessary to satisfy your account, whether previously billed or not.

13. It is expressly agreed that this proposal shall constitute exclusively and entirely the agreement for the service herein described. All prior representations or agreements, whether written or verbal, not incorporated herein are superseded, and no changes in or additions to this agreement will be recognized unless made in writing and signed by both parties to this agreement. This proposal is not binding upon American Elevator Corporation until approved by one of its executive officers, and said approval shall not be unreasonably withheld. If the Purchaser issues a Purchase Order for our work, the Terms and Conditions of this Proposal shall govern in the event of a conflict with that document.

14. For contracts valued at over \$1,000.00 but under \$60,000.00 made directly with the property owner in Washington State, Purchaser acknowledges receipt of "NOTICE TO CUSTOMER" form.

15. Purchaser shall hold us harmless for all identification of, cleanup (including site remediation) and disposal of hazardous materials (including asbestos, lead-based paint, hydraulic fluid, oil, gas, etc.) and liability for injuries, damages or delays of any kind caused by same is the sole expense and responsibility of the Purchaser, even if said materials are discovered or disturbed by us in the course of our work. This paragraph does not apply to our customary responsibility for removal and cleanup of furnished contract materials.

16. Purchaser agrees to ensure the serviceability of equipment not furnished by us by providing without charge, whatever proprietary materials or tools as may be required, at our discretion, for proper maintenance and troubleshooting, including as-built adjustor's wiring schematics, manuals, monitoring and diagnostic equipment, parts lists, etc.

Understood and accepted by Purchaser: _____

Date: 1.25.2008

Printed Name: EITAN ALON

Title: OWNERS REP

Firm Name: RAINIER COMMONS LLC